

CNCo/Kyowa Space Charter Agreement
FMC Agreement No.
Original Title Page

**CNCo /KYOWA SPACE CHARTER AGREEMENT
(KOREA, GUAM AND SAIPAN)**

A Space Charter Agreement

FMC Agreement No. 012458

Expiration Date: None

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the CNCo/Kyowa Space Charter Agreement (Between Korea, Guam and Saipan) (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize CNCo, as defined below) to charter space to Kyowa and Kyowa to charter space to CNCo in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. The China Navigation Company Pte Ltd. ("CNCo")
300 Beach Road, No. 27-01
The Concourse
Singapore 199555
2. Kyowa Shipping Co., Ltd. ("Kyowa")
Resona Shimashi Bldg. 4th Floor
16-4 Shimbashi 1-chome
Tokyo, Japan 105-0004

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports in the Republic of South Korea, on the one hand, and ports in Guam and Saipan, on the other hand (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Kyowa is authorized to charter to CNCo and CNCo is authorized to purchase from Kyowa, space for the movement of loaded containers in the Trade on a "as needed, as available" basis on each sailing of Kyowa's vessels in the Trade. CNCo is authorized to charter to Kyowa and Kyowa is authorized to purchase from CNCo, space for the movement of loaded containers in the Trade on a "as needed, as available" basis on each sailing of CNCo's vessel in the Trade. Such space shall be provided between the parties at such slot charter hire and on such other terms as the Parties shall agree from time to time.

5.2 Kyowa shall be responsible for operation of its vessels and shall procure that both it and the vessels comply with the requirements of the ISM code. CNCo shall be responsible for operation of its vessel and shall procure that both it and the vessel comply with the requirements of the ISM Code.

5.3 Neither Party shall sub-charter slots made available to it hereunder to any third party ocean common carrier without the prior written consent of the other Party.

5.4 The Parties are authorized to discuss and agree upon routine operational and administrative matters including, but not limited to, procedures for allocating space, forecasting, stevedoring and terminal operations, recordkeeping, responsibility for loss, damage or injury (including provisions of bills of lading relating to same), the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements.

5.5 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF
AUTHORITY

- 6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writing and other communications between the Parties.
- 6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same:
- (a) any authorized officer of a Party; and (b) legal counsel for a Party.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New parties to this Agreement may be added only upon unanimous consent. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Actions taken pursuant to this Agreement or any amendment thereof shall be by mutual agreement of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date it becomes effective under the Shipping Act of 1984, as amended. It shall continue in effective indefinitely. Either Party may resign from this Agreement by giving not less than sixty (60) days' advance written notice to the other Party.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of Japan; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984, as amended.

10.2 Any and all disputes arising out of or in connection with this Agreement, which cannot be resolved amicably, shall be resolved by arbitration in Tokyo, Japan pursuant to the rules of the Japanese Arbitration Association.

ARTICLE 11: MISCELLANEOUS

11.1 The Parties agree that neither Party hereto shall have the right to assign or transfer any of its rights or obligations hereunder without written consent of the other Party.

11.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. Except as the Parties may otherwise agree, neither Party shall be deemed the agent of the other for the purpose of this Agreement and/or for any matters or things done or not done under or in connection with this Agreement.

11.3 Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by facsimile confirmed by courier

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or registered mail, to the following addresses:

To CNC Co:

The China Navigation Company Pte Ltd.
300 Beach Road, #27-01
The Concourse
Singapore 199555
Attn: MICRONESIAN TRADE
Email: MICRONESIA @ SWIRECNCO.COM
Facsimile:

To Kyowa:

Kyowa Shipping Co., Ltd.
Resona Shimashi Bldg, 4th Flr
15-4 Shimbashi 1-chome
Tokyo, Japan 105-0004
Attn: ~~Operations~~ Market
Email: market@kyowa-line.co.jp
Facsimile:

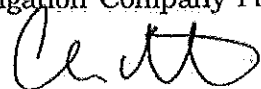
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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives this 27 day of January, 2016

China Navigation Company Pte Ltd.

By:



Name:

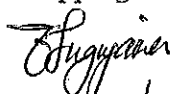
CHRIS ROBERTSON

Title:

OWNERS REPRESENTATIVE

Kyowa Shipping Co., Ltd.

By:



Name:

TOMOYUKI SUGIYAMA

Title:

Managing Director